

CANADIAN RAILWAY ACT, 1838 (51 VICT., c. 29 (D.)), s. 161—AWARD—APPEAL.
FROM AWARD—REVIEW OF AWARD BY COURT.

Atlantic & N.W. Ry. Co. v. Wood, (1895) A.C. 257; 11 R. May 26, was an appeal from the Queen's Bench of Quebec. An award was made under the expropriation clauses of the Canadian Railway Act, from which an appeal was had; the court appealed from had affirmed the award, treating the award as the judgment of a subordinate court, and deciding whether a reasonable estimate of the evidence had been made by the arbitrators. The railway company contended that in thus proceeding the court had acted on a wrong principle, and that it should either itself examine and weigh the evidence, and decide upon it as in a case of original jurisdiction; or, in the alternative, remit the cause to the court of first instance for its decision. The Judicial Committee (the Lord Chancellor, and Lords Watson, Macnaghten, Shand, and Davey), however, overruled this contention, and affirmed the principle on which the court had proceeded as correct, holding that on such appeals, under s. 161, the court is not at liberty to disregard the award and deal with the evidence *de novo* as a court of first instance. The effect of this decision is, therefore, to put an award of this kind on a level with the verdict of a jury in a civil action.

WILL—RESIDUARY CLAUSE—CONSTRUCTION—COSTS.

Trew v. The Perpetual Trustee Co., (1895) A.C. 264; 11 R. May 41, was an appeal from New South Wales. The action was brought for the construction of a residuary clause in a will. By the will the testator had given to his wife, as long as she remained unmarried, the income of £20,000, which, on her re-marriage, was to be reduced to £10,000. On her death the income of the £20,000 was to be applied to the maintenance and advancement of his children, and, on her re-marrying, the income of £10,000 was to be so applied, and the testator further declared that, upon his children attaining majority, or marrying, they were to be paid one-half of the capital sum. As to the residue of his estate, he gave thereout £10,000, and the rest upon the trusts thereinbefore declared concerning the £20,000. This residue amounted to £34,000, and the widow, having married again, claimed that, in addition to the income of £10,000, she was also entitled, either to a moiety of the £34,000, or, which was the contention chiefly